### TRAFFIC COMMISSION REPORT November 18, 2010

### Item VIA

# PUBLIC HEARING ON THE NEED AND NECESSITY FOF AMBULANCE SERVICES BY BOWERS AMBULANCE

### **ISSUE:**

Bowers Ambulance 3355 East Spring Street, Suite 301, Long Beach, CA has applied for a certificate of need and necessity to operate in the City of Burbank, and the organization has requested a Public Hearing before the Traffic Commission. This is a new request received by staff in late October 2010.

### **DISCUSSION:**

The Burbank Municipal Code Section 13 (3-4-1302) requires that any non-emergency ambulance service obtain a certificate of need and necessity from the Traffic Commission. The requirements of Section 13 are shown in Attachment 1. Section 3-4-1304 states the six requirements to obtain a needs and necessity certificate. The Bowers Ambulance application includes the basic information required by the Municipal Code. The Bowers Ambulance information is shown in Attachment 2

The County of Los Angeles certifies the operations and personnel of any nonemergency ambulance service. The CHP certifies the physical equipment (vehicles) for EMS service, while the County certifies the personnel, their training, and other required equipment in the ambulance. Bowers Ambulance provides both non-emergency transportation and critical care transportation.

Historically, the Traffic Commission has relied on the licensing requirements of the County of Los Angeles as a measure of the serviceability of the proposed service. The Traffic Commission has <u>not</u> approved non-emergency ambulance services that are not certified by the County. Bowers Ambulance is certified by the County (Attachment 3). Additionally, the Traffic Commission has approved those services that are in close proximity to the City of Burbank, and this company is reasonably close.

The BMC requires that interested organizations be notified of the public hearing. Schaefer Ambulance Service was notified.

### **RECOMMENDATION:**

Bowers Ambulance is certified by the County of Los Angeles; therefore it does meet the minimum requirements established by the Traffic Commission for ambulance operations in Burbank. Staff recommends the application be approved.

K:\Traffic\Traffic Commission (T&T)\REPORTS\2010\11 November\Word Docs\VIA Request by Bowers Ambulance for Operating Permit.doc

### VIA Attachment 1

### ARTICLE 13. PRIVATE AMBULANCE SERVICE

### 3-4-1301: LICENSE FEE; EXCEPTION:

Every person engaging in the business of carrying patients for hire in a private ambulance shall pay an annual license fee in the amount set forth in the Burbank Fee Resolution; provided, however, that no license or license fee shall be required of any person who delivers but does not pick up patients in the City. Anything to the contrary notwithstanding, it shall be lawful for any person owning or controlling a private ambulance to pick up patients in the City, without obtaining a license or paying a license fee, provided such person first ascertains from the person ordering the service that no licensee hereunder is able or willing to render the service requested, and notifies the Police Department that he is going to make such pick up. [Formerly numbered Section 8-106; renumbered by Ord. No. 3058, eff. 2/21/87; amended by Ord. No. 3623, eff. 6/28/03.]

3-4-1302: PERMIT AND CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY:

No person required to be licensed shall engage in the business of carrying patients for hire in a private ambulance without a permit so to do and a Certificate of Public Convenience and Necessity from the Traffic Commission. [Formerly numbered Section 8-107; renumbered by Ord. No. 3058, eff. 2/21/87; Amended by Ord. No. 3755, eff. 12/26/08; 2194.]

### 3-4-1303: APPLICATION FOR PERMIT AND CERTIFICATE:

Applications for such permit and certificate shall be filed with the License Division and shall contain, in addition to the information required by Section 3-6-202 of this title:

- A. Description of Vehicle: A description of the motor vehicle or vehicles which the applicant proposes to use as private ambulances, giving the type, name of the manufacturer, factory number and state license number thereof;
- B. Schedule of Rates: A schedule of the rates or fares to be charged for carrying patients in such private ambulances;
- C. Insignia: the color scheme, name, monogram or insignia of such private ambulance or ambulances;
- D. Financial Status of Applicant: The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to said judgments;
- E. Experience of Applicant: The experience of the applicant in the transportation of passengers; and 150
- F. Additional Data in Support of Application: Any facts which the applicant believes tend toprove that public convenience and necessity require the granting of a certificate.

### 3-4-1304: INVESTIGATION AND HEARING:

Upon the filing of such application, the License Division shall refer the application to the Traffic Commission, which shall investigate the matter and conduct a hearing, if it deems a hearing to be necessary. Notice of such hearing shall be given to all persons to whom permits and Certificates of Public Convenience and Necessity have been issued. Due notice shall also be given the general public by posting a notice of such hearing in the main lobby of the City Hall and as required by California's Ralph M. Brown Act (Gov.C. Sections 54950 et seq.). Any interested person may file with the Traffic Commission a memorandum in support of or opposition to the issuance of a permit and certificate. At such hearing testimony and other evidence may be received. The Traffic Commission shall have power to determine all issues relative to the granting or denying of such permits and certificates. [Formerly numbered Section 8-109; renumbered by Ord. No. 3058, eff. 2/21/87; Amended by Ord. No. 3755, eff. 12/26/08; 3048, 2194.]

### 3-4-1305: GRANTING PERMIT AND CERTIFICATE:

Upon completing its investigation or hearing, the Traffic Commission shall grant the applicant a permit and Certificate of Public Convenience and Necessity if it finds that further private ambulance service in the City is required by the public convenience and necessity and that the applicant is fit, willing, and able to perform such public transportation and to conform to the provisions of this article and the rules promulgated by the Traffic Commission; otherwise, the application shall be denied. In making its finding, the committee shall take into consideration the number of private ambulances already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience, and responsibility of the applicant. Every person holding a valid license and permit to engage in the private ambulance business in the City, who was not required to obtain a Certificate of Public Convenience and Necessity at the time of obtaining such license and permit, shall be deemed to be providing private ambulance service in the City required by the public convenience and necessity, and shall also be deemed to be fit, willing and able to perform such public transportation and to conform to the provisions of this article and the rules promulgated by the Traffic Commission, and a Certificate of Public Convenience and Necessity shall be issued by the committee to such person without application therefor and without a public hearing thereon. [Formerly numbered Section 8-110; renumbered by Ord.

No. 3058, eff. 2/21/87; Amended by Ord. No. 3755, eff. 12/26/08; 2194.]

### 3-4-1306: ISSUANCE OF PERMIT AND CERTIFICATE:

If the permit and Certificate of Public Convenience and Necessity are granted, the Traffic Commission shall approve the application therefor and transmit the same to the License Division for issuance of the permit and certificate. The certificate shall state the name and address of the applicant, the number of vehicles authorized under the certificate and the date of issuance. [Formerly numbered Section 8-111; renumbered by Ord. No. 3058, eff. 2/21/87; Amended by Ord. No. 3755, eff. 12/26/08; 2194]

# City of Burbank License and Code Services Division BUSINESS APPLICATION

Mail and Make Checks Payable to: City of Burbank -- License and Code Services P.O. Box 6459 Burbank, CA 91510-6459 (818) 238-5280

### PLEASE PRINT ALL INFORMATION

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TYPE OF OWNERSHIP:			207 - 121	CORPORATE	^		
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## **BOWERS VEHICLES**

	UNIT ID#	YEAR	TYPE	MAKE / MODEL / TYPE	LICENSE	VIN
1	15	2002	Α	FREIGHTLINER Van Ambulance	7K17998	WD2YD241525337287
2	16	2003	Α	FORD Type II Leader Ambulance	7E09215	1FDSS34F13HB14867
3	17	2003	Α	FORD Type II Leader Ambulance	7H69936	1FDSS34F63HB43412
4	18	2003	Α	FORD Type II Leader Ambulance	7H69935	1FDSS34F93HB43419
5	19	2003	Α	FORD Type II Leader Ambulance	7J78225	1FDSS34F53HB51842
6	20	2003	Α	FORD Type II Leader Ambulance	7J78224	1FDSS34F73HB51843
7	21	2003	Α	FORD Type II Leader Ambulance	7K47954	1FDSS34F23HB58540
8	23	2004	Α	FORD Type II Leader Ambulance	7M78392	1FDSS34P84HA92005
9	24	2004	Α	FORD Type II Leader Ambulance	7M78389	1FDSS34P84HA49509
10	25	2004	Α	FORD Type II Leader Ambulance	7S40475	1FDSS34P44HB47324
11	26	2004	Α	FORD Type II Leader Ambulance	7S40476	1FDSS34P24HB47337
12	27	2005	Α	FORD Type II AEV Ambulance	7V90903	1FDSS34P15HA83616
13	28	2005	A	FORD Type II Leader ALS Unit	7X45175	1FDSS34P95HA66336
14	29	2006	Α	FORD Type II AEV Ambulance	7X45308	1FDSS34P56HA11917
15	30	2006	Α	FORD Type II AEV Ambulance	7X45307	1FDSS34P36HA11916
16	31	2006	Α	FORD Type II Leader Ambulance	7X45505	1FDSS34P16HA62833
17	32	2006	Α	FORD Type II Leader ALS Unit	7X45548	1FDSS34P66HA65968
18	33	2006	Α	FORD Type II Leader Ambulance	7Z62790	1FDSS34PX6HB07543
19	34	2006	Α	FORD Type II Leader Ambulance	8A70635	1FDSS34P36HB14821
20	35	2006	Α	FORD Type II Leader ALS Unit	8A70636	1FDSS34P06HB14825
21	36	2006	Α	FORD Type II Leader Ambulance	8M82030	1FDSS34P26HA97753
22	37	2006	Α	FORD Type II Leader Ambulance	8B92978	1FDSS34P96HA97751
23	38	2006	Α	FORD Type II Leader Ambulance	8B92977	1FDSS34PO6HA97752
24	39	2006	Α	FORD Type II Leader ALS Unit	8J73546	1FDSS34P16DB05719
25	121	2006	Α	FORD Type II Leader Ambulance	7X45261	1FDSS34P06HA20735
?6	40	2007	Α	FORD Type II Leader ALS Unit	8J73567	1FDSS34P97DA56187
27	41	2007	Α	FORD Type II Leader ALS Unit	8L53807	1FDSS34P97DA56190
28	42	2007	А	FORD Type II Leader Ambulance	8J73615	1FDSS34P77DA61081
29	43	2007	Α	FORD Type II Leader Ambulance	8L89572	1FDSS34PX7DA85312
30	44	2007	Α	FORD Type II Leader Ambulance	8L89575	1FDSS34P37DA85328
31	45	2007	Α	FORD Type II Leader Ambulance	8M75591	1FDSS34P77DA85333
32	46	2007	Α	FORD Type II Leader Ambulance	8M75480	1FDSS34P47DA91980
33	47	2008	A	FORD Type II Leader ALS Unit	8P36442	1FDSS34P08DA70528
34	48	2008	Α	FORD Type II Leader Ambulance	8P36443	1FDSS34P98DA74402
35	49	2009	A	FORD Type II Leader Ambulance	8W02955	1FDSS34P29DA67082
36	50	2009	A	FORD Type II Leader Ambulance	8W02954	1FDSS34P89DA67085
37	51	2010	A	FORD Type II Leader ALS Unit	8W03144	1FDSS3EP7ADA15613
38	201	2006	A	FORD Type III Horton Modular	8J73618	1FDXE45P36HA29186
39	202	2006	A	FORD Type III McCoy Miller Modular	8H64469	1FDXE45P46DB12858
40	203	2007	A	FORD Type III AEV Modular	8K55319	1FDWE35P17DA85139
41	204	2005	A	FORD Type III AEV Modular (NICU)	7X45294	1FDWE35P85HA55691
42	205	2005	A	FORD Type III Leader Modular (NICU)	8T19282	1FDXE45P95HB19733
43		2006	A	FORD Type III Leader Modular (NICU)	8B92973	1FDXE45P36DA44469
44		2007	A	FORD Type III McCoy Miller Modular	8H65375	1FDWE35P67DA11991
45		2007	A	FORD Type III McCoy Miller Modular	8S26431	1FDWE35P47DA11990
46		2006	A	FORD Type III McCoy Miller ALS Mod	8J89871	1FDWE35P36DB09620
47	210	2007	A	FORD Type III Road Rescue ALS Mod	8N87917	1FDWE35P47DA99181
48		2008	A	FORD Type III McCoy Miller Modular	8N87611	1FDWE35P98DA39060
49		2007	Â	FORD Type III McCoy Miller Modular	8N87610	1FDWE35P67DB00749
50		2009	A	FORD Type III Lifeline Modular	NEW	1FDXE45P79DA00785
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Los Angeles County Board of Supervisors April 19, 2010

Gioria Molina First District

Mark Ridley-Thomas

TO:

Each Los Angeles County

Licensed Ambulance Operator

Zev Yaroslavsky Third District

FROM:

Cathy Chidester Director

Don Knabe

Fourth District

SUBJECT:

GENERAL PUBLIC AMBULANCE RATES

Michael D. Antonovich Fifth District

JULY 1, 2010 THROUGH JUNE 30, 2011

Cathy Chidester

Attached are the allowable maximum rates chargeable to the general public as of July 1, 2010, as per Section 7.16.340, Modification of Rates, of the County Ordinance (Exhibit I).

William Koenig, MD Medical Director

The rate increase of 7.54% is based on an average of the change in two portions of the Consumer Price Index (CPI): the Transportation portion and the Medical portion. The CPI used was the Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the twelve-month period ending February 28, 2010. All results have been rounded to the nearest \$0.25.

10100 Pioneer, Suite 200 Santa Fe Springs, CA 90670

> Tel: (562) 347-1500 Fax: (562)941-5835

Transportation services provided on or after July 1, 2010 shall be billed according to the attached Rate Schedule.

If you have any questions, please call John Telmos, Prehospital Programs Manager at (562) 347-1677.

To improve health through leadership,

service and education

CC:it Exhibit

03-87a

CC:

Contracts and Grants Division

County Counsel Fiscal Management

Fire Chief, Each Los Angeles County Fire Department

ttp://ems.dhs.lacounty.gov ealth Services

### Section 7.16.280 Rate Schedule For Ambulances

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to

A. An ambulance operator shall charge no more than the following rates for one patient:

		Effective July 1, 2010
1.	Response to call with equipment and personnel at an advanced life support (ALS) level,	\$ 1232.50
2.	Response to call with equipment and personnel at a basic life support (BLS) level,	\$ 863.25
3.	Code 3 used during response or transport, per incident,	\$ 118.00
4.	Code 2 used during response or transport per incident,	\$ 46.50
5.	Mileage Rate. Each mile or fraction thereof,	\$ 17.00
6.	Waiting Time. For each 15-minute period or fraction thereof after the first 15 minutes of waiting time at the request of the person hiring the ambulance	\$ 46.50
7.	Standby Time. The base rate for the pre- scribed level of service and, in addition, for each 15-minute period or fraction thereof after the first 15 minutes of standby time,	\$ 44.50

B. This section does not apply to a contract between the ambulance operator and the County where different rates or payment mechanisms are specified.

### Section 7.16.310 Special Charges

A. An ambulance operator shall charge no more than the following rates for special ancillary services:

1.	Request for service after 7:00 p.m. and before 7:00 a.m. of the next day will be subject to an additional maximum charge of	\$ 76.50
2.	Persons requiring oxygen shall be subject to an additional maximum charge per tank or fraction thereof, of	\$ 59.25
3.	Backboard, splints, KED	\$ 46.25
4.	Traction splints	\$ 83.00

5.	Transport - noncompany staff medical personnel - first one-half hour	\$ 29.75
6.	Neonatal transport	\$ 176.50
7.	Ice packs	\$ 24.75
8.	Bandages, dressings	\$ 24.75
9.	Oxygen cannula/mask	\$ 24.75
10.	Cervical collar	\$ 41.75
11.	Obstetrical kit	\$ 45.25
12.	Burn kit	\$ 45.25
13.	Nurse critical care transport - per hour	\$ 210.75
14.	Volume ventilator	\$ 159.00
15.	Respiratory therapist for the first three hours, and \$ 105.75 per hour after the first three hours	\$ 240.00
16.	Pulse oximeter	\$ 80.25
17.	Infusion pump (per line)	\$ 80.25

- Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and
- 19. Where other special services are requested or needed by any patient or authorized representative thereof, a reasonable charge commensurate with the cost of furnishing such special service may be made, provided that the ambulance operator shall file with the Director of the Department of Health Services a schedule of each special service proposed and the charge therefore, which charge shall be effective unless modified, restricted, or denied by the Director of the Department of Health Services. Special services are defined as services provided to a patient that are unique and individual to a specific patient's needs, and are performed on a limited basis.

Charges for special services provided to patients that are new services, but will become an industry standard, must be reviewed and a rate commensurate with the service developed prior to ambulance operators charging such rate to the general public. Such rates shall not be charged to patients until approved by the board of Supervisors.

B. This section does not apply to a contract between an ambulance operator and the county where different rates or payment mechanisms are specified. 15

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The maximum rates chargeable to the general public as set forth in Sections 7.16.280 and 7.16.310 of this chapter shall be adjusted effective July 1, 1992, and on July lst of each year thereafter, to reflect changes in the value of the dollar. For each of the one year periods respectively beginning July 1, 1992 and July 1, 1993 such adjustments shall be made by multiplying the base amounts by the percentage change in the transportation portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. Beginning July 1, 1994, and on each July 1 thereafter, such adjustments shall be determined by multiplying the base amounts by the average of the percentage changes of the transportation portion and of the medical portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to nearest \$0.25 and added or subtracted, as appropriate, to the rate. The Director of the Department of Health Services shall initiate implementation of these rate changes by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency requesting such notification from the Director. Such notice shall be sent by first class mail no later than June 15 of the prior rate period.

### 7.16.341 Periodic Base Rate Review.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director of the Department of Health Services shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest \$0.25.

The Director of the Department of Health Services shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department of Health Services its cost and revenue data, and other pertinent documentation which the Director may require for this purpose.

If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the board of Supervisors for consideration.

ALS Base Rate change: 07/01/10 to 12/31/10 = 7.54% BLS Base Rate change: 07/01/10 to 12/31/10 = 7.54% All other rate changes: 07/01/10 to 06/30/11 = 7.54%



New Ownership... New Management ... New Commitment 5
3355 E Spring Street, #301, Long Beach, CA 90806
(562) 988-6460 Fax (562) 988-6465

BOWERS

### BOWERS COMPANIES, INC. STATEMENT OF OPERATIONS Seven Months Ended July 31, 2010

REVENUE		
Ambulance Services, Net	\$	9,144,437
Other	100000	
NET REVENUE		9,144,437
OPERATING EXPENSES		
Payroll and Employee Benefits		5,533,505
Vehicle Operating Cost		717,835
Medical Supplies		143,630
Insurance		468,425
Telecommunciation		73,361
Facility		174,258
Professional Fees		63,780
General Administrative Expenses		340,479
Depreciation		459,664
Other Operating Expenses		112,044
TOTAL OPERATING EXPENSES		8,086,981
INCOME (LOSS) FROM OPERATIONS	<u></u>	1,057,456
OTHER INCOME (EXPENSE)		
Interest Income		313
Interest Expense		(163, 157)
Gain (Loss) disposal of asset		_
Other Income		9,273
TOTAL OTHER EXPENSE	-	(153,571)
INCOME (LOSS) BEFORE INCOME TAXES		903,885
(PROVISION FOR) BENEFIT FROM		
INCOME TAXES		(387,224)
NET INCOME (LOSS)	\$	516,661

# BOWERS COMPANIES, INC. BALANCE SHEET July 31, 2010

### **ASSETS**

7100010		
CURRENT ASSETS		
Cash and Cash Equivalents	\$	21,963
Accounts Receivable, Net		2,114,918
Unbilled Revenue		
Prepaid Expenses and Other Assets		304,093
Deferred Tax Assets	(%	999,000
TOTAL CURRENT ASSETS	-	3,439,974
PROPERTY AND EQUIPMENT		
Cost		4,754,710
Less: Accumulated Depreciation		3,482,379
NET PROPERTY AND EQUIPMENT		1,272,331
OTHER ASSETS		
Due From Related Parties		13,000
Deferred Loan Costs, net		4,262
Deferred Taxes, Long-Term		-
Receivable from (Payable to) Related Parties		(664,772)
TOTAL NONCURRENT ASSETS		(647,510)
TOTAL ASSETS	\$	4,064,795
LIABILITIES AND STOCKHOLDERS' EQUITY  CURRENT LIABILITIES  Bank Overdraft	s	13,966
Line of Credit	φ	460,254
Equipment Loan - Current		48,103
Accounts Payable		203,055
Accrued Expenses		516,375
Unearned Revenue		210,210
Income Taxes Payable		218,654
Current Portion of Capital Lease Obligations		626,834
Current Portion of Long-Term Debt		31,853
TOTAL CURRENT LIABILITIES	-	2,119,094
LONG-TERM LIABILITIES		
Capital Lease Obligations, Net of Current Portion		561,508
Equipment Loan, Net of Current Portion		158,587
Long-Term Debt, Net of Current Portion		-
Deferred Tax Liabilities		115,000
TOTAL LONG-TERM LIABILITIES	_	835,095
TOTAL LIABILITIES		2,954,189
STOCKHOLDERS' EOUITY		
Common Stock		49,500
Additional Paid-In Capital		120,450
Retained Earnings		940,656
TOTAL STOCKHOLDERS' EQUITY	1	1,110,606
TOTAL LIABILITIES AND		
STOCKHOLDERS' EQUITY	\$	4,064,795

Bowers Ambulance has a strong core of highly experienced and proven leaders that will be intimately responsible for the implementation and ongoing management of our partnership with the City of Burbank. The owners and executive leadership of Bowers have extensive management experience working with large Hospital organizations and Healthcare institutions. Each and every member of our leadership team will be available and remain accessible for any special needs or requests.

Listed below are the biographies of Bowers Executive Team.

### Paul Scarborough - Vice President 2004 to Present

Paul Scarborough began his career in EMS in 1982 and is currently responsible for the overall operation of Bowers Ambulance as well as Pacific Ambulance. Starting as an EMT and working his way through the ranks, Paul has held a number of EMS leadership positions. As an ambulance company leader, Paul has worked with numerous hospital organizations over the years to create and implement innovative ambulance transportation models that have reduced hospital's financial exposure and have addressed "Throughput" challenges while assuring that the highest level of medical transportation services is provided.

Paul, with the support of his management team, will be the primary contact for the City of Burbank and will be available 24-hours a day!

### Brian Cates - President & CEO 2000 to Present

Brian Cates along with Raymond Iskander, founded Pacific Ambulance and subsequently acquired Bowers to meet the growing demand for a high quality, patient and customer oriented ambulance service within Southern California. Brian's philosophies of providing the highest levels of care and a family oriented

service have enabled both Pacific and Bowers to shape the way medical transportation services is provided throughout our service area.

Brian has an extensive finance background. Prior to starting Pacific, Brian was responsible for managing ambulance billing for the entire country for the largest ambulance provider in the nation.

### Raymond Iskander - V.P. & COO 2000 to Present

Ray Iskander is a healthcare visionary who has used his many years of experience in EMS to explore and implement ambulance delivery systems that are customized to each client with medical transportation needs.

Ray is a charismatic leader who is intimately familiar with each and every client and healthcare partner, and utilizes his strong people skills to ensure complete customer care is provided every time, in each and every circumstance. Ray will be integral to the success of our new partnership with the City of Burbank and will work closely with staff to ensure system improvements are always explored and implemented.

### Management Experience

Bowers Ambulance provides a very comprehensive management team with over 250 combined years of experience in the management, supervision or active involvement in ambulance operations. Some of the most experienced managers of ambulance service operations within California are included within our key personnel and will be intimately involved with ensuring each commitment made to the City of Burbank are fulfilled.

	Key Management Staff	
Name	Position	Yrs Experience
Brian Cates	CEO / Co-Founder	15
Raymond Iskander	COO / Co-Founder	18
Paul Scarborough	Vice President	28
Lee Weiss, MD	Medical Director	25
Maria Castaneda	Director of Billing	21
Kathleen Leonard	<b>Director of Human Resources</b>	37
Ken Kaufmann, EMT-P	Paramedic Coordinator	13
Lucian Badica	District Manager	22
Daniel Santillan	Communications Manager	10
Caroline Jack, RN	<b>CCT Manager &amp; Coordinator</b>	18
Karen Petronis	Training Manager	9
Randy Marshman	Safety Manager	8
Chuck Dovey	Government and Public Affairs	47



### **Evidence of Public Necessity**

Bowers Companies, Inc. d.b.a. Bowers Ambulance Service provides ambulance services throughout Los Angeles County. In January of 2004, the owners of Pacific Ambulance, Inc. acquired Bowers Ambulance. Pacific provides ambulance services throughout Orange County and San Diego County. Today we transport roughly 10,000 patients by ambulance each and every month in the three Southern California counties that we serve making us the largest provider of non-emergency ambulance services in California.

Bowers Ambulance operates 50 ambulances throughout Los Angeles County. This makes us the largest provider of non-emergency ambulance transport services in the area with an emphasis on providing services to Acute Care Hospital entities and a variety of Medical Groups.

Included in the services we provide in Los Angeles County is our partnership with Providence Saint Joseph Medical Center (PSJMC) in Burbank. After an exhaustive and competitive process to select a primary partner to provide ambulance services for PSJMC, Bowers was selected to provide "High Quality" ambulance transportation services. Bowers is active in the City of Burbank as well as all Providence Saint Joseph Medical Center initiatives, specialty programs, and their foundation.

As the primary ambulance provider for PSJMC, we provide co-branded ambulances displaying the hospital name in prominence on the side of our state of the art ambulances. Bowers provides the following levels of service while transporting over 400 patients each month on behalf of PSJMC:

- Basic Life Support (BLS) Ambulance
- Advanced Life Support (ALS) Paramedic Ambulance
- Critical Care Transports with Registered Nurses
- Critical Care Transports with Respiratory Therapists
- Pediatric Intensive Care Unit Transports
- Neonatal Intensive Care Unit Transports

Bowers provides PSJMC co-branded ambulances at various functions, health fairs, etc...throughout the community. We are proud of our affiliation with PSJMC and will continue to tailor our services to meet the needs of PSJMC as well as the community that we have partnered to serve together.

A copy of our contract with PSJMC is attached for your review. Feel free to contact us should you have any questions.

Sincerely

Jonathan Harper

Saint Joseph Medical Center

501 South Buena Vista Street Berbank, California 91505-4809 1 (S18) 843 5111

www.arowdence.org



October 14, 2009

Mr. Ray Iskander
Chief Operating Officer
Bowers Companies, Inc.
3355 East Spring Street
Suite 301
Long Beach, California 90806

Re: Ambulance Services Agreement Between Providence Health System –
Southern California d/b/a Providence Saint Joseph Medical Center,
Providence Holy Cross Medical Center, and Providence Tarzana Medical
Center and Bowers Companies. Inc.

Dear Mr. Iskander:

Enclosed is your executed copy of the above-listed Ambulance Services Agreement. The term of this Agreement is September 1, 2009, through August 31, 2011.

If you have any questions regarding this Agreement, please contact Julie Sprengel, Associate Administrator, Providence Saint Joseph Medical Center, at (818) 847-3345.

Sincerely,

Lark Jackson Contracts Manager

Providence Saint Joseph Medical Center

Lark Jackson

lj

Enclosure

### AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of September 1st, 2009 (the "Effective Date") between Providence Health System – Southern California d/b/a Providence Saint Joseph Medical Center, Providence Holy Cross Medical Center, and Providence Tarzana Medical Center ("Hospitai") and Bowers Companies, Inc., a California Corporation ("Company").

### RECITALS:

- A. Hospital operates three acute care hospitals in the San Fernando Valley area of Los Angeles County known as: Providence Holy Cross Medical Center, Providence Tarzana Medical Center, and Providence Saint Joseph Medical Center ("Hospital") and is in need of Ambulance Transportation Services (the "Services").
- B. Company operates an Ambulance Transportation Service and employs or otherwise contracts with operators commercially licensed in the State of California (the "State") and qualified with experience in furnishing the Services.
- C. Company and Hospital agree that Company would provide quality and efficient medical transportation up request of the Hospital. Hospital does not have any obligation to Company and is not entering this Agreement at as a preferred provider.

Now, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agrees as follows:

### 1. COMPANY'S OBLIGATIONS.

- a. Services. Hospital hereby engages Company to be a provider of Medical Transportation Services for Hospital patients as requested by Hospital and/or its patients, and Company hereby accepts such engagement and agrees to provide said Services in accordance with the terms of this Agreement. Company shall provide said Services through employees and/or contractors of Company (collectively, "Company Staff") who are qualified and appropriately licensed to perform all functions assigned to them by Company in connection with the provision of Transportation Services by Company hereunder. In addition, Company shall provide Hospital with documentation of all Services rendered hereunder; such documentation shall be submitted to Hospital on at least a monthly basis, and shall be in the form, and contain the information requested by Hospital. Company will provide the aforesaid Services in part or in whole for patients in Hospital's Service Area.
- b. Applicable Standards. Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent

governing, accrediting, or advisory body, including the Joint Commission ("Joint Commission"), having authority to set standards for health care facilities.

- Hospital all records and reports requested by Hospital. Company's records of billings and receipts relating to Services performed hereunder shall be available to Hospital upon request. Company shall also require the prompt submittal to Hospital's medical records administrator and/or the patient's private physician of written reports of all examinations, treatments, and procedures performed pursuant to this Agreement. Company shall use the medical records and report forms provided by the Hospital. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.
- d. Use of Premises. Neither Company nor Company Staff shall use or knowingly permit any other person who is under their direction to use, any part of Hospital's premises for any purpose other than the performance of Services for Hospital, its patients, and their private physicians pursuant to this Agreement.
- e. Representations and Warranties. Company represents and warrants to Hospital as follows:
- (1) Neither Company nor any of Company Staff is bound by any agreement or arrangement which would preclude Company or any of Company Staff from entering into, or from fully performing the Services required under this Agreement;
- (2) Neither Company nor any of Company Staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way;
- (3) Neither Company nor any of Company Staff's has in the past conducted and is not presently conducting, their business in such a manner as to cause Company to be suspended, excluded, barred, or sanctioned under the Medicare or Medicaid Programs, or any government licensing agency, nor have they ever been convicted of a criminal offense related to health care, or listed by a federal agency as debarred, excluded, or otherwise ineligible for federal program participation; and
- (4) Company and Company Staff have, and shall maintain throughout this Agreement, all appropriate federal and state licenses and certifications which are required in order for them to perform the Services required of Company under this Agreement.
- (5) In providing Services on behalf of Company under this Agreement, all Company Staff shall comply with all applicable provisions of this Agreement.
- (6) All drivers employed by Company to provide Services under this Agreement will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Motor Vehicles. All vehicles used by Company will be properly maintained and will comply with all applicable regulations and

inspections requirements of the State Highway Patrol and any other agencies related to the purpose for which such vehicles will be used.

f. Hospital Employees; Company Staff Obligations. Company shall not solicit the services of, employ or procure on behalf of another the employment of, any individual currently employed by Hospital or under a service contract with Hospital; nor shall Company or any of the Company Staff engage in any other activity which would be in conflict with their respective obligations hereunder. Company shall cause all Company Staff to comply with the terms and conditions of this Agreement.

### g. Provision of Services.

- (1) Company will staff each ambulance with at least two Company Staff being certified with the State Department of Health to perform duties on an ambulance.
- (2) Company Staff supplied by Company will hold a minimum certificate of training as an Emergency Medical Technician. For situations requiring a higher level of care, Company Staff will be certified as EMT-Special Skills, EMT-Paramedic, or Critical Care Transport RN.
- (3) It shall be the responsibility of Company to ensure that all ambulance personnel are qualified to provide Transport and Emergency Services.
- (4) Company shall agree to maintain each ambulance with all emergency equipment and supplies for handling patient emergencies.
- (5) If Company does not have available specialized equipment needed for transport of a patient, Company shall notify Hospital, and the Company will contact another Hospital pre-approved provider that has the necessary equipment.
- (6) Company will provide Emergency and Non-emergency Medical Transportation to designated patients of Hospital. Transports may be on a demand basis or prescheduled non-emergencies.
- (7) Response time for emergency calls shall generally be considered as no more than 30 minutes and for non-emergency calls no longer than 60 minutes, although Hospital may request shorter response times for individual situations and patients. If Company cannot respond within the time frame requested, Company will call designated back-up providers who can respond as needed.
- (8) Company, at the request of Hospital, will provide co-branded "on-site" ambulances. Location of "on-site" ambulance will be approved by each individual Hospital.
- (9) Company, at the request of Hospital, will provide an on-site Transportation Coordinator and will establish an internal extension to access Company's

communication center for after hours ambulance transportation needs. See attached Exhibits A through C.

- (10) It is Company's responsibility to notify the Hospital of any delays
- (11) It shall be the responsibility of Company to supply Hospital patients with totally operable and comfort controlled ambulances including air conditioning.
- (12) Company will provide customized and specific services to each of the three facilities as outlined in the attached exhibits.

### 2. HOSPITALS OBLIGATIONS.

in response.

During the term of the Agreement and all extensions thereto. Hospital agrees that it will educate its employees with assistance from Company, about the terms of this Agreement and the availability of Company's Services under the terms of this Agreement.

### 3. COMPANY'S COMPENSATION.

- a. Fees. For the Services rendered pursuant to this Agreement, Hospital shall pay Company as its sole compensation hereunder, as detailed in the attached Exhibits. These rates are all-inclusive prices for Ambulance Services and cover personnel, equipment, and supplies that may be used during the transport. Notwithstanding the foregoing, no compensation shall be payable to Company for any Services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification."
- b. Entire Compensation. Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to each Company Staff. Company hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs, and/or liability suffered or incurred by Hospital in connection with any claims for compensation by such Company Staff for Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.
- c. Managed Care. Company shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for Services of the Company to program patients.

### 4. TERM AND TERMINATION.

### a. Term.

This Agreement will be in effect for a term of two (2) years beginning on the Effective Date unless terminated by either party by certified or registered mail, with at least one

hundred and twenty days (120) days' prior notification with or without cause. Termination shall have no effect upon the rights or obligations upon the parties arising out of any transactions occurring prior to the effective date of such termination. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of the two-year term. The parties may renew this Agreement for an additional two-year term upon the mutual written consent of the parties.

### b. Termination.

- (1) Termination Without Cause. At any time after expiration of the first year of the Term, either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least one hundred and twenty days (120) days' prior written notice. If such notice is given by Hospital, Hospital may, in its sole discretion, at any time prior to the effective date of such termination, relieve Company of Company's duties hereunder as long as Hospital continues to perform its obligations under this Agreement until the effective date of such termination.
- (2) Termination for Good Cause. At any time during the Term, either party may terminate this Agreement for "Good Cause" (as defined herein) by giving the other party at least thirty (30) days' prior written notice. "Good Cause" means that the arrangement reflected by this Agreement has become unsatisfactory to the terminating party as determined in its sole discretion.
- (3) Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- (4) Immediate Termination by Hospital. Hospital may terminate this Agreement immediately by written notice to Company upon the occurrence of any of the following:
- (a) the denial, suspension, revocation, termination, restriction, lapse or voluntary relinquishment of Company's or any Company Staff's license to provide Services in the State:
- (b) the denial, suspension, revocation, termination, relinquishment (under threat of disciplinary action), or restriction of Company's or any Company Staff's license to provide Services in any jurisdiction other than the State;
- (c) the termination, revocation, restriction, or relinquishment of Company's Drug Enforcement Agency number (if applicable):
- (d) the failure of Company or any Company Staff to make a disclosure in accordance with Section 8 hereof:

- (e) conduct by Company or any Company Staff which, in the sole discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients;
- (f) breach by Company or any Company Staff of any of the confidentiality provisions hereof;
- (g) failure by Company to maintain the insurance required under this Agreement;
- (h) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets; or
- (i) Company's or any Company Staff's conviction of a criminal offense related to health care, or Company's or any Company Staff's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

Company may cure such breach caused by any Company Staff under this Subsection 3.b.(4) by immediately terminating all employment relationships and other Company-based professional and business relationships with such Company Staff and preventing said Company Staff from providing any Services hereunder.

### (5) Termination for Changes in Law.

- (a) In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party") (i) may result in a material and adverse effect to either party or (ii) indicates a rule or regulation with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party notice of its intent to amend or terminate this Agreement, as provided below.
- (b) The Noticing Party shall give notice to the other party, together with an opinion of counsel, describing the Legal Event(s) and its consequences to the Noticing Party, and the Noticing Party's intention to either terminate this Agreement or amend this Agreement, together with a statement of the purposes therefore and the proposed amendment(s).
- (c) If the Noticing Party has elected to terminate this Agreement in accordance with this Section, then this Agreement shall terminate within 30 days of receipt by the other party of such notice.
- (d) If the Noticing Party has elected to amend this Agreement in accordance with this Section, then the parties shall have 10 days from the receipt of such notice by the other party to amend this Agreement. If this Agreement is not so amended, then

this Agreement shall terminate immediately thereafter. Except as otherwise required by applicable law, any outstanding amounts owed pursuant to this Agreement shall be paid to the date of such termination, and any obligations under this Agreement that are intended to continue beyond expiration or termination hereof shall so continue. All opinions of counsel delivered in accordance herewith shall be deemed confidential, given solely for purposes of renegotiation and settlement of a potential dispute, and shall not be deemed disclosed so as to waive any privileges otherwise applicable.

- (6) Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.
- 5. COMPANY'S STATUS. Company and each Company Staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each Company Staff provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

### 6. INSURANCE AND INDEMNIFICATION.

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all Company Staff and all of Company's employees, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits at a minimum:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$3,000,000 general aggregate and \$1,000,000 per occurrence Personal/Advertising Injury \$1,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

c. Company shall also secure and maintain at all times during the Term, at Company's sole expense, workers' compensation and employers' liability insurance covering Company's employees and all Company Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Workers' Compensation:

Statutory limits

Employers' Liability:

\$1,000,000 each accident:

\$1,000,000 disease policy limit; \$1,000,000 disease each employee

d. Company shall also secure and maintain at all times during the Term, at Company's sole expense, comprehensive auto liability covering Company, all Company Staff, and all of Company's employees, and any vehicle which will be used in connection with this Agreement or which will be brought onto Hospital property, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per occurrence; \$3,000,000 aggregate or \$3,000,000 Combined Single Limit

e. Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, all Company Staff, all of Company's employees, and any emergency medical technicians or paramedics employed or utilized in connection with this Agreement, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance shall not be cancelable except upon 30 days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement, and Company shall provide Hospital a certificate of insurance evidencing such coverage.

### ACCESS TO BOOKS AND RECORDS.

- a. If the value or cost of services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(1) of the Social Security Act, Company agrees as follows:
- (1) Until the expiration of four years after the furnishing of such services, Company shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such services; and

- (2) If any such services are performed by way of subcontract with a related organization and the value or cost of such subcontracted services is \$10,000 or more over a 12-month period, such subcontract shall contain, and Company shall enforce, a clause to the same effect as Subsection 6.a.(1) above.
- b. The availability of Company's books, documents, and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of Subsections 6.a. and 6.b. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

### 8. CONFIDENTIALITY.

- a. Hospital Information. Company recognizes and acknowledges that, by virtue of entering into this Agreement and providing Services to Hospital hereunder. Company and Company Staff may have access to certain information of Hospital that is confidential and constitutes valuable, special, and unique property of Hospital. Company agrees that neither Company nor any Company Staff will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of Company's and Company Staff's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public.
- f. Terms of this Agreement. Except for disclosure to Company's legal counsel, accountant, or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither Company nor any Company Staff shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Subsection 3.b. hereof.
- g. Patient Information. Neither Company nor any Company Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and Hospital's medical staff, regarding the confidentiality of such information. Company acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Company and Company Staff are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

- HIPAA Compliance. Company agrees to comply with the applicable provisions of the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Company shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Company will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Company will promptly report to Hospital any use or disclosures, of which Company becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Company contracts with any agents to whom Company provides Protected Health Information, Company shall include provisions in such agreements pursuant to which Company and such agents agree to the same restrictions and conditions that apply to Company with respect to Protected Health Information. Company will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorneyclient, accountant-client, or other legal or equitable privilege shall be deemed to have been waived by Company or Hospital by virtue of this Subsection.
- i. Survival. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- 9. **REQUIRED DISCLOSURES.** Company shall notify Hospital in writing within three days after any of the following events occurs:
- a. Company or any Company Staff's professional license or certification in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;
- j. An event occurs that substantially interrupts all or a portion of Company's or any Company Staff's ability to perform Company's or any Company Staff's obligations hereunder:
- k. Company or any Company Staff is required to pay damages in any malpractice action by way of judgment or settlement;
- Company or any Company Staff becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body;
- m. Company's or any Company Staff's (if applicable ) Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; or

- n. Any Company Staff's conviction of a criminal offense related to health care or Company's or any Company Staff's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.
- with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Los Angeles County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- 11. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.
- 12. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 14. NOTICES. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to Hospital:

Providence Health System – Southern California d/b/a Providence Saint Joseph Medical Center 501 South Buena Vista Street Burbank, California 91505 Attention: Chief Executive

Providence Holy Cross Medical Center 15031 Rinaldi Street Mission Hills, California 91345 Attention: Chief Executive Providence Tarzana Medical Center

18321 Clark Street

Tarzana, California 91356 Attention: Chief Executive

If to Company: Bowers Companies, Inc.

3355 E. Spring Street, Suite 301 Long Beach, California 90806 Attn: Ray Iskander, COO

or to such other persons or places as either party may from time to time designate by notice pursuant to this Section.

- 15. WAIVER. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 16. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 17. ASSIGNMENT: BINDING EFFECT. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and permitted assigns. This Agreement is assignable by Hospital without consent or notice.
- 18. REFERRALS. The parties acknowledge that none of the benefits granted Company hereunder are conditioned on any requirement that Company or Company Staff make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or Hospital. The parties further acknowledge that Company is not restricted from referring any patient to, or otherwise generating any business for, any other Hospital of Company's choosing.
- 19. FINANCIAL OBLIGATION. Neither Company nor any Company Staff shall incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

(SIGNATURES ON NEXT PAGE)

HOSPITAL: PROVIDENCE HEALTH SYSTEM - SOUTHERN CALIFORNIA d/b/a Providence Saigt Joseph Medical Center By: Title: Chief Execu Providence Holy Cross Medical Center By: Larry Bowe Title: Chief Executive Providence Tarzana Medical Center By: Dale Surowitz Title: Chief Executive COMPANY: BOWERS COMPANIES, INC., A CALIFORNIA CORPORATION Bv: Name: Raymond Title: Dice President APPROVED: PROVIDENCE HEALTH SYSTEM - SOUTHERN CALIFORNIA

By:

Title:

Kerry Carmody

Regional Chief Operating Officer Providence Health & Services

### EXHIBIT A - Providence Holy Cross Medical Center

### SERVICES PROVIDED FOR PROVIDENCE HOLY CROSS MEDICAL CENTER

The Bowers Ambulance Service and Providence Holy Cross partnership will include the following:

- Coordination, as requested by FACILITY, of all levels of transportation services to include:
  - Taxi Cab
  - Shuttle Van
  - Wheelchair
  - Ground Ambulance
  - Air Ambulance
  - "Any" level of transportation as requested by FACILITY
- Dedicated and co-branded "on-site" BLS Ambulances
- Access to all levels of medical transportation to include ALS, CCT RN and CCT RT
- Internal extension routed to the Bowers Transportation Coordinator located at Providence Tarzana Medical Center, Monday through Friday
- After hours ambulance requests routed to our 24-hour communication center and answered "Providence Medical Transportation"
- "One Stop Shop" for all levels of medical transportation services
- Utilize a list of acceptable back-up ambulance providers to be utilized in rare circumstances where Bowers is not able to meet the transport volume
- Weekly performance reporting
- Reporting on utilization of back-up providers
- Efficient billing services to include the billing of appropriate parties for Sub-Acute patient transports

Providence Agreement Exhibit

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### EXHIBIT B - Providence Tarzana Medical Center

### SERVICES PROVIDED FOR PROVIDENCE TARZANA MEDICAL CENTER

The Bowers Ambulance Service and Providence Tarzana partnership will include the following:

- Coordination, as requested by FACILITY, of all levels of transportation services to include:
  - Taxi Cab
  - Shuttle Van
  - Wheelchair
  - Ground Ambulance
  - Air Ambulance
  - "Any" level of transportation as requested by FACILITY
- Dedicated and co-branded "on-site" BLS Ambulances
- Dedicated Pediatric Specialty Ambulance
- Assist in the coordination of Pediatric patient transports requiring ambulance transportation services into Providence Tarzana Medical Center
- Access to all levels of medical transportation to include ALS, CCT RN and CCT RT
- Internal extension routed to the Bowers Transportation Coordinator located at Providence Tarzana Medical Center, Monday through Friday
- After hours ambulance requests routed to our 24-hour communication center and answered "Providence Medical Transportation"
- "One Stop Shop" for all levels of medical transportation services
- Utilize a list of acceptable back-up ambulance providers to be utilized in rare circumstances where Bowers is not able to meet the transport volume
- Weekly performance reporting
- Reporting on utilization of back-up providers
- Efficient billing services to include the billing of appropriate parties for Sub-Acute patient transports



### EXHIBIT C - Providence Saint Joseph Medical Center

### SERVICES PROVIDED FOR PROVIDENCE SAINT JOSEPH MEDICAL CENTER

The Bowers Ambulance Service and Providence Saint Joseph partnership will include the following:

- Coordination, as requested by FACILITY, of all levels of transportation services to include:
  - Taxi Cab
  - Shuttle Van
  - Wheelchair
  - Ground Ambulance
  - Air Ambulance
  - "Any" level of transportation as requested by FACILITY
- Dedicated and co-branded "on-site" BLS Ambulances
- Assist in the coordination of picking up Stroke and Ortho patients requiring ambulance transportation services into Providence Saint Joseph Medical Center
- Access to all levels of medical transportation to include ALS, CCT RN and CCT RT
- Internal extension routed to the Bowers Transportation Coordinator located at Providence Saint Joseph Medical Center, Monday through Friday
- After hours ambulance requests routed to our 24-hour communication center and answered "Providence Medical Transportation"
- "One Stop Shop" for all levels of medical transportation services
- Utilize a list of acceptable back-up ambulance providers to be utilized in rare circumstances where Bowers is not able to meet the transport volume
- Weekly performance reporting
- Reporting on utilization of back-up providers
- Efficient billing services to include the billing of appropriate parties for Sub-Acute patient transports

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	ACO		RTIFICATE OF L		INSUR	ANCE	-	10/25/2010
-	RODUCER	ISU Insurance Services 1971 E. 4th Street, #29 Santa Ana, CA 92705	s North Murray & Associates 0	HOLDER	ND CONFERS	SSUED AS A MATTER NO RIGHTS UPON T ICATE DOES NOT AM AFFORDED BY THE	THE END	INFORMATION CERTIFICATE
L	F15771		714-558-2355 714-558-2360		AFFORDING C		-	NAIC#
13	ISURED	Pacific Ambulance, Inc.	& Bowers Companies Inc		ch Insurance Cor			NAIC#
		3355 E. Spring Street # Long Beach CA 90806	301	INSURER 8;				
				INSURER C:				
				INSURER D:				
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			•			PERSONAL & ADV INJURY	8	1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$	3,000,000
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		ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
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A		ESS / UMBRELLA LIABILITY	MAUM06380401	10/17/2010	10/17/2011	EACH OCCURRENCE	8	9,000,000
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Ą	OTHER Profession	onal Liability	MAPK06201301	10/17/2010	10/17/2011	\$3,000,000 Aggregate \$1,000,000 Per Occurren		
ESC	RIPTION OF	OPERATIONS / LOCATIONS / VEHICL	ES / EXCLUSIONS ADDED BY ENDORSEME	NT / SPECIAL PROVIS	IONS			
er	tificate hol	der is named as additional ins	ured per the attached forms					
ER	TIFICATI	HOLDER		CANCELLATIO	ON			
						ED POLICIES BE CANCELLED BE	FORE	THE EVOIDATION
Ci	ty of Bur	bank		DATE THEREOF, 1	THE ISSUING INSURE	R WILL ENDEAVOR TO MAIL	30*	DAYS WRITTEN
Tr	affic Cor	nmision				NAMED TO THE LEFT, BUT FAIL		
	n Johns	on Public Works Director		IMPOSE NO OBLIG	SATION OR LIABILITY	Y OF ANY KIND UPON THE INSI	IRER	ITS AGENTS OR
15	0 North	Third Street		REPRESENTATIVE	s. + 10 Days for Non	-Payment of Premium.	111	
Bu	rbank C	A 91510		AUTHORIZED REPR	ESENTATIVE (		_	2
	-			Marsha Multz	~	CRE		>

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

Policy No: MAPK06201301

COMMERCIAL AUTO

Named Insured: Pacific Ambulance, Inc. & Bowers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

### SCHEDULE

Name of Person or Organization:

City of Burbank Traffic Commision Ken Johnson

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance, or use of a covered "auto".

CA 76 08 07 88



# LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES LICENSED AMBULANCE/AMBULETTE PROVIDERS **EMERGENCY MEDICAL SERVICES AGENCY**

SERVICE

				Ш	LEVEL(S)	<u></u>	
COMPANY	BUSINESS ADDRESS	DISPATCH	BUSINESS	8	٧	ပ	NOTES
		PHONE	PHONE	_		ပ	
		NUMBER	NUMBER	S	S	Ь	
Allen Ambulance Service	3822 A Crenshaw Boulevard Los Angeles, CA 90008	(323) 732-9156	(323) 298-0493	×			Also provides ambulette (van) services
AmbuServe, Inc.	15105 S. Broadway Avenue Gardena, CA 90248	(866) 249-1800	(310) 644-0500	×	×		
American Medical Response	1055 W. Avenue J Lancaster, CA 93534	(877) 808-2100	(661) 947-1234	×	×	×	
Americare Ambulance Service	1059 E. Bedmar Street Carson, CA 90746	(888) 923-9723	(310) 835-9390	×	×	×	
Antelope Ambulance Service	42540 N. 6th Street East Lancaster, CA 93535	(661) 951-1998	(661) 951-1998	×	×		
Bowers Ambulance	3355 E. Spring Street, Suite 301 Long Beach, CA 90806	(877) 378-1938	(562) 988-6460	×	×	×	
Care Ambulance Service	1517 Braden Court	(562) 531-1700	(714) 288-3800	×		2	Dispatch numbers are toll free from
	Orange, CA 92868	(626) 449-2273	ž				וווס מוסמ כסמס וופנסמ
		(323) 469-1234 (310) 777-0389					
Emergency Ambulance	3200 E. Birch Street, Suite A Brea CA 92821	(800) 400-0689	(714) 990-1742	×		×	
Gentle Care Transport	3539 Casitas Avenue	(323) 662-8777	(323) 662-8777	×			
	Los Angeles, CA 30039	(000) 405 4499	1240) E42 6464	>	>	>	
Gerber Ambulance Service	T9801 Mariner Avenue Torrance, CA 90503	(888) 403-1133	(310) 342-9464	<	<	<	
Guardian Ambulance Service	1854 E. Corson Street, Suite 1 Pasadena, CA 91107	(626) 405-8848	(626) 792-3688	×	×		
Impulse Ambulance	12531 Vanowen Street North Hollywood, CA 91605	(877) 311-5555	(818) 982-3500	×	×	×	
Liberty Ambulance	14109 Pontlavoy Santa Fe Springs, CA 90670	(562) 741-6230	(562) 741-6230	×	×	×	

Service Level Legend: ALS-Advanced Life Support (Paramedic)

BLS-Basic Life Support (EMT-I)

CCT-Critical Care Transport (Nurse Staffed)



# LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES **LICENSED AMBULANCE/AMBULETTE PROVIDERS EMERGENCY MEDICAL SERVICES AGENCY**

SERVICE

				٣	LEVEL(S)	(S	
COMPANY	BUSINESS ADDRESS	DISPATCH	BUSINESS	œ	4	ပ	NOTES
		PHONE	PHONE	ب	ب	ပ	
		NUMBER	NUMBER	S	တ	⊢	
Mauran Ambulance Service	1211 First Street	(866) 628-7261	(818) 365-3182	×			
	San Fernando, CA 91340		97				
MedCoast Ambulance Service		(866) 926-9990	(866) 926-9990	×			
	Santa Fe Springs, CA 90670						
MedReach	1303 Kona Drive	(800) 788-3440	(310) 781-9395	×		×	
	Rancho Dominguez, CA 90220						
MedResponse	16128 Cohasset Street	(888) 633-3333	(818) 989-3000	×	×		
	Van Nuys, CA 91406						
Mercy Ambulance Service	8218 S. Garfield Avenue	(626) 536-7963	(626) 536-7963	×			
	Bell Gardens, CA 90201						
Patriot Ambulance	1347 Inglewood Avenue	(310) 973-7494	(310) 973-7494	×			
	Hawthorne, CA 90250						
Priority One Medical	740 S. Rochester Avenue, Suite E	(800) 600-3350	(800) 600-3370	×	×		
Transportation	Ontario, CA 91761						
PRN Ambulance	345 S. Woods Avenue	(866) 776-4262	(323) 888-7750	×	×	×	Also provides ambulette (van)
	Los Angeles, CA 90022						200
Professional Ambulance	12638 Saticoy Street	(818) 982-2411	(818) 982-2411	×			American Medical Response dba
	North Hollywood, CA 91605						
Rescue Services International	5462 Irwindale Avenue, Suite B	(800) 989-5027	(626) 385-0440	×	×		
	Irwindale, CA 91706						
Schaefer Ambulance Service	4627 W. Beverly Boulevard	(800) 582-2258	(323) 469-1473	×	×	×	Second dispatch phone number is
	Los Angeles, CA 90004	(800) 966-4727					TOI TOILOIR AICA
Trinity Ambulance and Medical	11745 Firestone Boulevard	(888) 677-1003	(562)677-1000	×			
Transportation	Norwalk, CA 90650						
West Coast Ambulance	6739 Victoria Avenue	(800) 880-0556	(800) 880-0226	×	×		
Service	Los Angeles, CA 90043						
Westmed/McCormick	13933 S. Crenshaw Boulevard	(888) 349-8944	(310) 219-1779	×	×		
Ambulance	Hawthorne, CA						

Service Level Legend: ALS-Advanced Life Support (Paramedic)

BLS-Basic Life Support (EMT-I)

CCT-Critical Care Transport (Nurse Staffed)



# LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES LICENSED AMBULANCE/AMBULETTE PROVIDERS **EMERGENCY MEDICAL SERVICES AGENCY**

				SERVICE LEVEL(S)	ري ري بار	
COMPANY	BUSINESS ADDRESS	DISPATCH	BUSINESS	В	ပ	NOTES
		PHONE	PHONE		ပ	
		NUMBER	NUMBER	တ	F	
	SPECI	SPECIAL EVENTS ONLY	X			
NONE AT THIS TIME						

# AMBULETTE (NON-EMERGENCY) ONLY PROVIDERS

COMPANY	BUSINESS ADDRESS	DISPATCH PHONE NUMBER	BUSINESS PHONE NUMBER	NOTES
MedExpress Transportation	6739 Victoria Avenue	(323) 866-0800 (323) 866-0800	(323) 866-0800	
	Los Angeles, CA 90043		80	
Economy Transport LLC dba	3521 Lomita Boulevard, Suite 102 (888) 588-6777 (888) 588-6777	(888) 588-6777	(888) 588-6777	
SafeCare Transportation	Torrance, CA 90505			
South Bay NETS	25110 Narbonne Avenue	(310) 534-3380   (310) 534-3380	(310) 534-3380	
	Lomita, CA 90717	25		

As of September 16, 2010